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9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12
13 LOUIS CHARLES VALDEZ,) CASE NO. 24-CV-0159 EMC
14 Plaintiff,)
15 v.)
16 UNITED STATES OF AMERICA,)
17 Defendant.)
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20 IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and the UNITED
21 STATES OF AMERICA, as follows:

22 WHEREAS, Plaintiff filed the above-captioned action on January 9, 2024;

23 WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and controversy and to
24 settle and compromise fully any and all claims and issues that have been raised, or could have been
25 raised, in this action, which have transpired prior to the execution of this Settlement Agreement
26 (“Agreement”);

27 WHEREAS, the government has returned the 2003 Harley Davidson motorcycle, VIN
28 1HD1GLV323K322165, at issue in this case, and the Plaintiff has acknowledged receipt. The property
STIPULATION AND ~~[PROPOSED]~~ ORDER OF DISMISSAL
24-CV-0159 EMC

1 receipt is attached as Attachment A.

2 NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and
3 other good and valuable consideration, the Parties agree as follows:

4 1. **Agreement to Compromise Claims.** The parties do hereby agree to settle and compromise
5 each and every claim of any kind, whether known or unknown, arising directly or indirectly from the
6 acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in
7 this Agreement.

8 2. **Definition of “United States of America.”** As used in this Agreement, the United States of
9 America shall include its current and former agents, servants, employees, and attorneys, as well as
10 the Federal Bureau of Investigation, and/or its current and former agents, servants, employees, and
11 attorneys.

12 3. **Settlement Amount.** The United States of America agrees to the return to Plaintiff of the
13 2003 Harley Davidson motorcycle, VIN 1HD1GLV323K322165, which shall be in full settlement and
14 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature,
15 arising from, and by reason of any and all known and unknown, foreseen and unforeseen personal
16 injuries, damage to property and the consequences thereof, resulting, and to result, from the subject
17 matter of this settlement, including any claims for wrongful death, for which Plaintiff or Plaintiff's
18 guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter
19 acquire against the United States of America.

20 4. **Release.** Plaintiff and Plaintiff's guardians, heirs, executors, administrators or assigns hereby
21 agree to accept the Settlement Amount in full settlement and satisfaction of any and all claims, demands,
22 rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising
23 from, and by reason of any and all known and unknown, foreseen and unforeseen personal injuries,
24 damage to property and the consequences thereof which they may have or hereafter acquire against the
25 United States of America on account of the same subject matter that gave rise to the above-captioned
26 action, including any future claim or lawsuit of any kind or type whatsoever, whether known or
27 unknown, and whether for compensatory or exemplary damages. Plaintiff and Plaintiff's guardians,
28 heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the

1 United States of America from and against any and all such causes of action, claims, liens, rights, or
2 subrogated or contribution interests incident to or resulting from further litigation or the prosecution of
3 claims by Plaintiff or Plaintiff's guardians, heirs, executors, administrators or assigns against any third
4 party or against the United States, including claims for wrongful death.

5 5. **Dismissal**. In consideration of the return of the 2003 Harley Davidson motorcycle, VIN
6 1HD1GLV323K322165, and the other terms of this Agreement, Plaintiff agrees to the entry of the
7 attached [Proposed] Order of Dismissal. The Order of Dismissal shall dismiss, with prejudice, all claims
8 asserted in this action, or that could have been asserted in this action.

9 6. **No Admission of Liability**. This stipulation for compromise settlement is not intended to be,
10 and should not be construed as, an admission of liability or fault on the part of the United States, and the
11 United States specifically denies that it is liable to the Plaintiff. This settlement is entered into by all
12 parties for the purpose of compromising disputed claims and avoiding the expenses and risks of further
13 litigation.

14 7. **Parties Bear Their Own Costs**. It is also agreed, by and among the parties, that the
15 respective parties will each bear their own costs, fees, and expenses.

16 8. **Attorney's Fees**. It is also understood by and among the parties that there shall be no
17 attorneys fees.

18 9. **Authority**. The signatories to this Agreement warrant and represent that they possess full
19 authority to bind the persons on whose behalf they are signing to the terms of the settlement.

20 10. **Waiver of California Civil Code § 1542**. The provisions of California Civil Code Section
21 1542 are set forth below:

22 “*A general release does not extend to claims that the creditor or releasing party does not
23 know or suspect to exist in his or her favor at the time of executing the release and that, if
24 known by him or her, would have materially affected his or her settlement with the debtor
or released party.*”

25 Plaintiff having been apprised of the statutory language of Civil Code Section 1542, and fully
26 understanding the same, nevertheless elects to waive the benefits of any and all rights Plaintiff may have
27 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands
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1 that, if the facts concerning Plaintiff's claim and the liability of the government for damages pertaining
2 thereto are found hereinafter to be other than or different from the facts now believed by them to be true,
3 the Agreement shall be and remain effective notwithstanding such material difference.

4 11. **Choice of Law and Venue.** This Agreement is governed by the laws of the United States.
5 The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States
6 District Court for the Northern District of California.

7 12. **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable,
8 the validity, legality, and enforceability of the remaining provision shall not in any way be affected or
9 impaired thereby.

10 13. **Integration.** This instrument shall constitute the entire Agreement between the parties, and
11 it is expressly understood and agreed that the Agreement has been freely and voluntarily entered into by
12 the parties hereto. The parties further acknowledge that no warranties or representations have been
13 made on any subject other than as set forth in this Agreement. This Agreement may not be altered,
14 modified or otherwise changed in any respect except by writing, duly executed by all of the parties or
15 their authorized representatives.

16 14. **Execution in Counterparts.** It is contemplated that this Agreement may be executed in
17 several counterparts, with a separate signature page for each party. All such counterparts and signature
18 pages, together, shall be deemed to be one document.

19 Undersigned counsel for Defendant attests that he has authorization from Plaintiff to enter a
20 conformed signature on this document and to file it.

21 DATED: May 14, 2024

/s/
LOUIS CHARLES VALDEZ
Plaintiff

ISMAIL J. RAMSEY
United States Attorney

26 DATED: May 14, 2024

/s/
KEVIN J. BARRY
Assistant United States Attorney
Attorney for Defendant

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2 **[PROPOSED] ORDER OF DISMISSAL**
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4 Pursuant to the above stipulation and agreement of the parties, the Court ORDERS the
5 following:

- 6 1. The United States is ORDERED to return the 2003 Harley Davidson motorcycle, VIN
7 1HD1GLV323K322165, to Plaintiff; and
8 2. This action is DISMISSED with prejudice.

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10 PURSUANT TO STIPULATION, IT IS SO ORDERED.

11 Dated: May 20, 2024

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13 HON. EDWARD M. CHEN
United States District Judge
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